

REC \$ 5.00
AUD \$ _____
R.M.F. \$ 1.00
COMPUTER
RECORDED
COMPARED _____

FILED NO. 006383
BOOK 144 PAGE 176
2000 OCT -5 PM 1: 15

David L. Jungmann, P.C., 113 W. Iowa, P.O. Box 329, Greenfield, IA 50849 Phone #515-743-6195
(FHA Approved)

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

LIMITED EASEMENT

RE: The North 3/4 of Section 13, except a tract commencing 22' East of the NW corner of the SW Quarter of the NW Quarter and running thence East to 292', thence South 149', thence West 292', thence North 149' to the point of beginning, and except easement and right of way for pipeline granted to Continental Construction Corporation, and except a tract commencing 1495' North and 25' West of the SE corner of said Section 13 and running thence North parallel with the West line of County Road 100', thence West 50', thence South parallel with west line of County Road 100', thence East 50' to place of beginning; and except all that part of said real estate lying north and west of the East right of way line of Iowa Highway No. 169 as it now exists; all in Township 74 North, Range 28 West of the 5th P.M., Madison County, Iowa.

The Undersigned, as Owner (s) of record of the real estate described above, for One Dollar and other good and valuable consideration received, hereby grant(s), sell(s), transfers) and convey(s) to Southern Iowa Rural Water Association (the "Association"), its successors and assigns, an affirmative and perpetual easement in, to, and running with the real estate described above, together with a general and perpetual right of ingress and egress upon such real estate and upon any adjacent lands of Owner(s), LIMITED AS FOLLOWS:

1. This easement is solely for the general purposes of construction and laying and there- after using, operating, inspecting, maintaining, repairing, replacing or removing water pipeline and any necessary appurtenances thereto over, across and through the real estate described above; and
2. Once such water pipeline and any necessary appurtenances thereto are installed and operating, then this easement (except the general rights of ingress and egress) shall be automatically reduced in scope to a width of thirty feet, the centerline of which shall be the water pipeline and any necessary appurtenances thereto.

It is agreed that, during the period of initial construction, no crop damage will be paid by the Association. After completion of the project, if repair work on water line is needed, crop damages will be paid. The Association, its successors and assigns, hereby promise to maintain such water pipeline and any necessary appurtenances in good repair so that damage to adjacent real estate of Owner(s), if any damage there be, will be kept to a minimum.

Executed this 10th day of July 2000.

Allen E. Kirk
ALLEN E. KIRK

x Shirley A. Kirk
SHIRLEY A. KIRK

GRANTOR(S)

STATE OF IOWA)
)Ss:
COUNTY OF UNION)
On this 10 day of July, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Allen E & Shirley A. Kirk, husband & wife, to me known to be the same and identical persons who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Rhonda L. Beggs
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

